

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 21 day of March 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and TischlerBise, Inc., located at 4701 Sangamore Road, Suite S240, Bethesda, Maryland 20816, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached RFP 2016.719 and the Contractor's response to the RFP 2016.719 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date above.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of one hundred ninety-four thousand nine hundred and forty dollars (\$194,940.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

**8.3. Workers' Compensation Insurance: Per Colorado Statutes**

**8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.**

**8.4.1. Each Occurrence: \$1,000,000**

**8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.**

**8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:**

**8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.**

**8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.**

**8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.**

**8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.**

**8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.**

**8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.**

**9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

**9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.**

## **10. WARRANTY:**

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **11. TERMINATION:**

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **12. MUTUAL UNDERSTANDINGS:**

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Community and Economic Development  
Contact:  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone:  
E-mail:

Department: Adams County Purchasing  
Contact: Shawn Hartmann  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6279  
E-mail: Shartmann@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: TischlerBise, Inc.  
Contact: L. Carson Bise  
Address: 4701 Sangamore Road, Suite S204  
City, State, Zip: Bethesda, Maryland 20816  
Phone: 301.320.6900 ext 12  
E-mail: Carson@tischlerbise.com

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

### **13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

### **14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**Board of County Commissioners**

*E. J. Henry*  
Chair

03 21 17  
Date

**TischlerBise, Inc.**

*[Signature]*  
Signature

2/28/17  
Date

L. Carson Bise  
Printed Name

President  
Title

**Attest:**

Stan Martin, Clerk and Recorder

*[Signature]*  
Deputy Clerk

Approved as to Form:

*[Signature]*  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF Montgomery

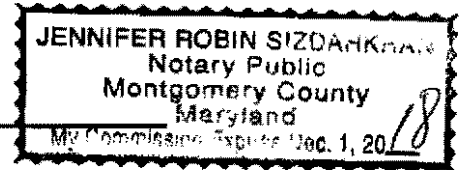
STATE OF Maryland )SS.

Signed and sworn to before me this 28<sup>th</sup> day of February, 2017,

by L. Carson Bise

*[Signature]*  
Notary Public

My commission expires on: 12-1-2018





**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

Tischler Bise, Inc.  
Company Name

2/28/17  
Date

  
Signature

L. Carson Bise  
Name (Print or Type)

President  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Exhibit A

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL  
2016.719**

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**Amendments to the Adams County Development  
Standards and Regulations**

**All documents and Addendum related to this RFP  
will be posted on the Rocky Mountain Bid System at:  
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>**

**Optional Pre-bid Meeting to be held December 2, 2016 from 12:00 to 1:00pm**

**Written questions will be accepted through December 5, 2016**

**An Addendum to answer submitted questions will be  
issued no later than December 8, 2016**

**Proposal Opening Date: December 22, 2016  
Time: 2:00 pm**

**Location: Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, CO 80601**



## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Amendments to the Adams County Development Standards and Regulations.
2. All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
  - 2.1. Interested parties must register with this service to receive these documents.
  - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through December 5, 2016. All questions are to be submitted to Shawn Hartmann, Purchasing Agent II by email at [Shartmann@adcogov.org](mailto:Shartmann@adcogov.org).
4. An Optional Pre-bid Meeting will be held December 2, 2016 at 12:00 pm to 1:00 pm.
5. An Addendum to answer all questions will be issued no later than December 8, 2016
6. Proposals
  - 6.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Front Lobby Reception, Brighton, Colorado 80601, up to 2:00 p.m. on December 22, 2016.
  - 6.2. The proposal opening time shall be according to our clock.
  - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
  - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.

### **RFP-SPH-2016.719**

#### **Amendments to the Adams County Development Standards and Regulations**

- 6.5. No proposals will be accepted after the time and date established above except by written addenda.
- 6.6. The proposal must not exceed 30 single sided single column typed 8.5" x 11" pages. A CD or USB Flash Drive containing a single PDF file of the proposal must accompany the bid. The sheet count limitation applies to the actual Technical Proposal contained in the submittal. The only exceptions to the page count are the front and back cover. There is a minimum twelve (12)-point font requirement for the basic text of the entire

submittal. Any charts, graphs, table of organizations, etc. must be of readable size. Appendices of relevant information may supplement the proposal; however, information supplied in the Appendices is at the discretion of each Consultant Selection Team Member to utilize. Brochures or other supportive documents may be included with the proposal narrative.

Cost Proposal, 1 copy, must be in a separate sealed envelope.

- 6.7. During the evaluation process, Adams County reserves the right, where it may serve Adams County's best interest, to request additional information or clarifications from one or all proposers, or to allow corrections of errors or omissions. At the discretion of Adams County, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- 6.8. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP**.
- 6.9. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 6.10. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.11. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.12. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Amendments to the Adams County Development Standards and Regulations and RFP-SPH-2016.719.
- 6.13. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.

- 6.14. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 6.15. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.16. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 6.17. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 6.17.1. Any Proposal which does not meet bonding requirements, or,
  - 6.17.2. Proposals which do not furnish the quality, or,
  - 6.17.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 6.17.4. Proposals from offerors who lack experience or financial responsibility, or,
  - 6.17.5. Proposals which are not made to form.
- 6.18. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.19. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.20. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.21. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 6.22. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

7. Adams County is an equal opportunity employer.
8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
9. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

**10. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

10.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

- |                           |             |
|---------------------------|-------------|
| 10.1.1. Each Occurrence   | \$1,000,000 |
| 10.1.2. General Aggregate | \$2,000,000 |

10.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

- |                                       |                             |
|---------------------------------------|-----------------------------|
| 10.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 10.2.2. Personal Injury Protection    | Per Colorado Statutes       |

10.3. Workers' Compensation Insurance: Per Colorado Statutes

10.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

- |   |             |
|---|-------------|
| 10.4.1. Each Occurrence   | \$1,000,000 |
| 10.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals. |             |

- 10.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
  - 10.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 10.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 10.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 10.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 10.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 10.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 10.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 10.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 10.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- 10.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy,

submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.

11. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
  - 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
  - 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
  - 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
  - 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that



the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**End General Information**

The remainder of this page is left blank intentionally.

## Scope of Work

### **13. Overview**

Adams County is requesting proposals from qualified individuals or firms to assist the County in updating the Adams County Development Standards and Regulations. Specifically, updating the County's landscaping regulations, regional traffic impact fees, and reviewing current regulations to identify and propose changes to any conflicts in various sections of the development regulations and or with State and Federal regulations.

The landscaping regulations should address land use, urban design and context sensitive-based requirements, transportation, natural resource development and conservation, sustainability, open space and farmland preservation, future growth and development, and alternative superior proposals for obtaining relief. The regional traffic impact fees should include policy recommendations and rationale for assessing these fees. The regional traffic impact fees review will include specific recommendation to capture the impacts of oil and gas development activities. The third section of the review should identify any existing regulations in the development code that are in conflict with each other or with current state and federal regulations or case law. Preferably, this third section will be a review performed by land use attorney or a similarly qualified land use expert.

### **14. Purpose of the County's Landscaping Requirements:**

The purpose of the County's landscaping regulations is to provide landscaping and performance standards which:

1. Enhance and promote a unique image for Adams County.
2. Protect the public health, safety, and welfare by:
  - a. Increasing parking lot traffic safety by guiding the circulation of cars and people and lowering traffic speeds;
  - b. Minimizing noise, air, water, and visual pollution;
  - c. Screening and buffering incompatible land uses;
  - d. Reducing the amount of reflected glare and heat absorbed in and around developments;
  - e. Breaking up large expanses of parking lots;
  - f. Preserving property values and neighborhood characteristics by lessening the impacts of potentially incompatible uses; and
  - g. Providing screening from wind.
3. Conserve water resources by:
  - a. Promoting the use of xeriscaping and drought-tolerant native plantings; and
  - b. Promoting the utilization of storm water retention as an irrigation source.
4. Ensure landscaping is an integral part of the site design and development process.
5. Create context sensitive landscaping design policies that:
  - a. Are in harmony with specific communities or areas; and
  - b. Enhance and preserve surrounding communities or areas.
6. Provide rationale for alternative superior landscaping development reliefs.

**A. Development Standards and Regulations- Existing Landscaping Regulations:**  
**Review and analyze the following:**

- i. Current landscaping requirements. Prepare an analysis of existing County landscaping regulations, goals, and policies. This should include the merits and demerits of current policies, an evaluation of approved developments, and how they foster the County's landscaping goals.

**B. New or Revised Goals and Concepts**

- i. Prepare new detailed goals, objectives, and land use regulations to guide future development proposals that achieve the goals of the County's policies, including providing context-sensitive landscape regulations for each distinct region or area in the County.
- ii. Collaborate with organized groups and stakeholders within unincorporated Adams County to obtain input on various alternatives. This is important, especially, to establish context-sensitive policies.

**14. Purpose of the County's Regional Traffic Impact Fee**

The intent of the County's regional traffic impact fee is to ensure all new traffic-generating developments contribute their proportionate share of funds, land, or public facilities necessary to accommodate any impacts on regional road capital facilities. All fees shall have a rational nexus to the proposed development, and for which the need is attributable to the development. Required fees should be consistent with principles for allocating a fair share of the cost of new public facilities to new users.

**A. Development Standards and Regulations-Existing Road (Traffic) Impact Fees:**  
**Review and analyze the following:**

- i. Current Traffic Impact Fees: Prepare an analysis of existing County traffic impact fees, calculations, and assessments. This should include the merits and demerits of current policies, an evaluation of how the impact fees address various land uses, including the activities of oil and gas operations and their impacts on County road networks.

**B. New or Revised Goals and Concepts**

- i. Amalgamate existing goals with newly proposed goals, objectives, and regulations that seek to address current and future development needs of the County. The goals should also provide adequate policy guidance to ensure that new development, including oil and gas development, pays a proportionate share of regional traffic impact costs.

## **15. Purpose of the Legal Review and Identification of Conflicts:**

With enactments of various state and federal regulations or case law, it has become necessary to review the County's Development Standards and Regulations to ensure the requirements of the Development Standards are consistent with state and federal law. In addition, certain regulations in the Development Standards and Regulations appear to pose conflicts with other sections. The goal of the legal review is to identify conflicts in the County's Development Standards with state and federal law, or within the Development Standards itself. After the legal review is complete, this section of the project will require the consulting team prepare and present regulation amendments for staff and the Board of County Commissioners to review to remedy any identified conflicts. The goal is mainly to ensure the Development Standards and Regulations are current with state and federal law.

## **16. Planning Approach and Public Participation**

It is important that the outreach process involve special districts, local and regional agencies in and around Adams County, as well as residents, landowners, developers, and interest groups. The consultant shall propose a public participation plan that encourages effective County-wide participation leading to community consensus on policy recommendations. The consultant will develop and utilize innovative and cost-effective methods to generate and maximize public participation in the development of the policies. Collaboration should occur with County staff to facilitate public outreach to collect data, present information to various stakeholders regarding research and findings, and propose policy recommendations. Limited but effective public meetings will be held in various geographic areas within the County, specifically for the regional traffic impact fee policy recommendations. The consultant will coordinate with staff to organize public meetings. However, responsibilities for making all presentations during public meetings shall fall on the consultant. Presentation materials developed by the consultant will be made available to County staff for review prior to meetings. All presentation materials shall be submitted to the County electronically.

The consultant shall be responsible for data inventory and gathering, identifying land use issues, and other issues, which may affect likely recommended policies.

## **17. Deliverables**

This process should include three (3) specific deliverables.

### **A. Text Amendment Documents**

The code amendment document should include recommended policies and associated text amendments redlined in the County's Development Standards and Regulations, including a final clean copy; findings from public input sessions and stakeholder meetings; a description of the process and any other items deemed appropriate by the consultant and the County. In addition, hand-outs, presentation materials, and newsletters for meetings and public information should be prepared throughout the public participation process. All these materials will become the property of the County.

All written materials, graphics, and data should be provided to the County in paper formats, as well as digital format consistent with the County's software.

a. **Software**

All materials submitted to the County should be submitted in both word and PDF format.

b. **GIS Data Deliverables**

All GIS data deliverables should be in ESRI shapefile or geodatabase format using NAD\_1983\_StatePlane\_Colorado\_Central\_FIPS\_0502\_Feet coordinate system. The County currently uses ArcMap 10.4.

**B. Presentations**

Several in-person presentations will be required throughout the process to present draft and policy recommendations to the County's Planning Commission and Board of County Commissioners.

**C. Reporting**

The selected consultant shall report directly to the Adams County Community and Economic Development Department Director or his assigned staff.

**18. Budget**

Interested consultants should provide a scope of work and practical budget for undertaking this project. The consultant should consider limited financing of the project and be as efficient as possible in this process. A detailed breakdown of costs should be included with the proposal.

**19. Timeframe**

The selected consultant will be required to work closely with the County's Community and Economic Development Department staff to establish and follow a project timeline. The County intends to start the regulation amendment process in early 2017. Preferably, the County anticipates presenting final drafts of proposed regulation amendments to the BoCC by mid-2017, and possibly hold public hearings for adoption in the fall of 2017. The proposal should detail a projected schedule for the completing various elements within the project.

**20. SUBMITTAL FORMAT**

**A. Format**

The Consultant shall submit seven (7) copies of the Proposal not to exceed (30) sheets, submitted only on single sided, single column typed 8.5" x 11" size. The sheet count limitation applies to the actual Technical Proposal contained in the submittal. The only exceptions to the page count are the front and back cover. There is a minimum twelve (12)-point font requirement for the basic text of the entire submittal. Any charts, graphs, table of organizations, etc. must be of readable size. Appendices of relevant information

may supplement the proposal; however, information supplied in the Appendices is at the discretion of each Consultant Selection Team Member to utilize.

It is recommended that proposals include the following information:

- **Experience.** Clearly indicate the specific experience of the individual/firm and projects of the same scale and type as this project. List the projects and indicate the length of each project and budget, and whether or not the project was completed on time and within the budget. Please provide references for these projects within the Appendix.
- **Methods and Means Response.** Provide a response that defines the methods and means by which the proposing firm will perform the services outlined in the RFP.
- **Portion of Project to be subcontracted.** Submit a list of the portions of the project to be subcontracted, a percentage and the names of the proposed sub-consultants and work experience with proposer.
- **Key Personnel.** Provide a complete list of key personnel on the project and all sub-consultants working on the project, along with their education and professional experience (project and dates) and their role/responsibility in the project. Indicate the number of hours each person, including the Project Manager, will dedicate to this project and each person's role/responsibility with this project. Also, clearly identify County staff responsibilities for each task.
- **Detailed scope of services including product for each project element with an estimated timeline.**
- **Outline of proposed tasks, milestones, deliverables, and methodologies for each item listed in the scope of work.**
- **Describe any proposed use of county personnel.**
- **Cost.** Proposal that shows costs for each item in the scope of work and staff assignments must be submitted in a separate sealed envelope (1 Copy).

#### **B. Proposal Criteria**

Selection of the successful firm with whom negotiations shall commence will be made through an evaluation process based on the following criteria:

<b>Percent</b>	<b>Component</b>
25%	Project Schedule and ability to meet timeline and to provide deliverables as stated in timeline and format section
25%	Project Team, Past Project Experience & Client References
25%	Project Approach
25%	Project Fee Structure & Cost Estimate – Separate Sealed Envelope

During the evaluation process, Adams County reserves the right, where it may serve Adams County's best interest, to request additional information or clarifications from one or all proposers, or to allow corrections of errors or omissions. At the discretion of Adams County, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

**C. Consultant Interviews**

The County currently has a Development Code Amendment Committee (DCAC). The DCAC will review and select a consultant based on the content of the submitted Technical Proposal. At the discretion of the DCAC, the County may invite selected consultants for a follow-up interview prior to making a final decision on a consultant.

This RFP does not commit Adams County to award a contract, nor pay any costs incurred in the preparation and submission of the proposal in anticipation of a contract.

**21. Resources Available From Adams County**

Below is a link to the current Adams County Development Standards and Regulations.  
<https://www.adcogov.org/development-standards-regulations>

**A. Maps/GIS Data**

GIS data will not be provided until AFTER a contract is awarded. Consultant will work with the project manager to obtain the data deemed relevant for the project. GIS data will be used for this project only and will not be disseminated or used for other purposes by the consultant. Adams County's GIS information is designed for general planning purposes.

**End Scope of Work**

The remainder of this page is left blank intentionally.

## **Submittal Checklist**

- Contractors Completed Response to RFP which includes but not limited to the following:
- Vendor Information Form
- W-9
- Contractor's Certification of Compliance
- Proposal Form/Contractor's Statement
- References
- Seven (7) paper copies (Section 5.6 for details)
- Cost proposal must be in a separate sealed envelope (Section 5.6 for details)
- One CD or USB Flash Drive of submitted proposal in a single PDF document (Section 5.6 for details)



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

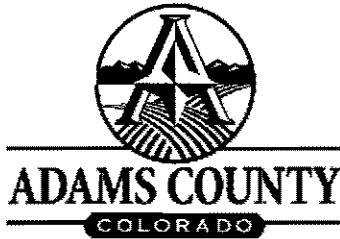
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**PROPOSAL FORM**  
 Amendments to the Adams County Development Standards and Regulations

**CONTRACTOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

\_\_\_\_\_ \$ \_\_\_\_\_  
 Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
 If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
Email Address	

## SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Winner123, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

### 1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

### 2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

### 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

**5. INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

**6. NONDISCRIMINATION:**

**6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

**6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.**

**7. INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

**8. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

**8.1. Commercial-General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

**8.2. Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

**8.3. Workers' Compensation Insurance:** Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## 9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least

thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

#### **10. MUTUAL UNDERSTANDINGS:**

- 10.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. **Notice:** Any notices given under this Agreement are deemed to have been received and

to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an email was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

Email:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

Email:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Email:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

Email:

10.9. **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

## 11. CHANGE ORDERS OR EXTENSIONS:

11.1. **Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant

to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).



12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

SAMPLE

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**Board of County Commissioners**

\_\_\_\_\_  
Chairperson  
**Winner123**  
\_\_\_\_\_ Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_ Date

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_ Title

**Attest:**

Stan Martin, Clerk and Recorder

\_\_\_\_\_  
Deputy Clerk

Approved as to Form:

\_\_\_\_\_  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )SS.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employeregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

**Addendum #1  
2016.719**

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**Amendments to the Adams County Development  
Standards and Regulations**

**All documents and Addendum related to this RFP  
will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

**Proposal Opening Date: December 22, 2016  
Time: 2:00 pm**

**Location: Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, CO 80601**



## **Amendments to the Adams County Development Standards and Regulations - RFP#2016.716**

**Q: Is there flexibility in the desired schedule presented leading to draft presentations to the Board of County Commissioners, Planning Commission and Board of Adjustment in June 2017?**

*A: With objective reasons and magnitude of research required, this date can be revised but not substantially.*

**Q: Is the scope related to oil and gas development limited only to incorporation in the traffic impact fee program?**

*A: Yes*

**Q: Is the County's 1999 study that supported the original traffic impact fees available for review?**

*A: Yes*

**Q: Is there any documentation of the County's recent research into oil and gas development available for review?**

*A: The County researched a wide variety of approaches throughout jurisdictions in Colorado. We do not have an assemblage of this research to easily share. Many of these documents can be found on the respective local governments' websites.*

**Q: What is the project budget?**

*A: Not Disclosed*

**Q: Can Task 3 be somewhat isolated from the other tasks, e.g., coordinated under a single project manager, but separately engaged between the County and a law firm?**

*A: No, the County highly recommend this process to be under the umbrella of one organization.*

**Q: For Task 3, is the County willing to retain a law firm that represents applicants with projects in the County, provided that the law firm believes it can manage conflicts, and appropriate waivers are in place?**

*A: We have concerns about potential conflicts and would have to discuss this further if we receive proposals from a firm that represents active projects in the County.*

**Q: The RFP says that task deliveries must be in paper and electronic format. Would the County accept the work in electronic-only format?**

*A: Yes*

**Q: Is the County willing to negotiate a contract that differs slightly from its standard form, for example, waiving auto insurance requirements?**

*A: Yes*

**Q: Project RFP item 14.B *New or Revised Goals and Concepts* references the need for "newly proposed goals, objectives and regulations" for addressing regional traffic impacts. Please confirm that the intent is for consultants to explore various alternatives and approaches and make recommendations for revising the impact fees and that the county does not want proposals for a complete transportation impact fee support study and changes to the regulations that would follow a new impact fee support study under this RFP.**

*A: No, the intent is actually for the latter. The County wants proposals for a complete transportation impact fee support study and changes to the current regulations that would implement the new impact fee support study created under this RFP.*

**Q: Project RFP item 16 Planning Approach and Public Participation identifies the need for public meetings in various geographic locations in the county. Can staff provide an estimate of the number of locations/communities in which public engagement would need to occur on-site?**

*A: There is no set number of meetings. Staff will review a public participation plan with the proposal to determine if it is adequate.*



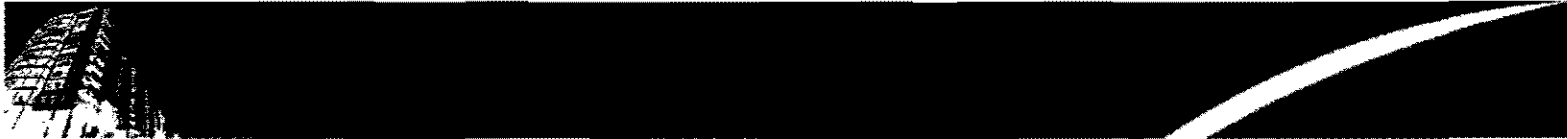
**TischlerBise**

FISCAL | ECONOMIC | PLANNING

Response to  
**RFP-SPH-2016.719**  
Amendments to the  
Adams County  
Development Standards  
and Regulations

A Collaborative Proposal with White &  
Smith Planning and Law and Felsburg,  
Holt & Ullevig

February 9, 2017



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## Firm Experience

This proposal is a joint venture between TischlerBise, Inc., (Prime Consultant), Felsburg, Holt & Ullevig, and White & Smith Planning and Law, LLC. TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Bradenton, Florida. The firm's legal address is:

### Principal Office

L. Carson Bise, AICP, President  
 4701 Sangamore Rd, Suite S240  
 Bethesda, MD 20816  
 301.320.6900 x12 (w) | 301.320.4860 (f)  
 carson@tischlerbise.com

### Florida Office

Dwayne Guthrie, AICP, Principal  
 606 3<sup>rd</sup> Avenue #304  
 Bradenton, FL 34205

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **700 fiscal/economic impact evaluations** and **over 900 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

### Colorado Transportation Impact Fee Experience

An important factor to consider related to this work effort is our relevant experience working in the State of Colorado, which makes us intimately familiar with local government revenue structures as well as the planning and growth management issues facing Adams County. The following table summarizes TischlerBise's vast impact fee experience in the State of Colorado.

CLIENT	Feasibility Analysis	Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Traffic/Open Space	Libraries	General Government
Arapahoe County		◆									
Boulder		◆				◆	◆	◆	◆	◆	
Castle Rock		◆			◆	◆	◆	◆	◆		◆
Colorado Springs		◆									
Durango		◆									
Erie		◆				◆		◆	◆		◆

CLIENT	Feasibility Analysis	Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
Evans		◆									
Fort Collins		◆									
Garfield County		◆									
Greeley		◆	◆				◆	◆			
Johnstown		◆				◆	◆	◆	◆	◆	◆
Larimer County		◆									
Longmont		◆					◆				◆
Louisville	◆	◆				◆		◆	◆	◆	◆
Montezuma County		◆									
Pitkin County		◆									
Pueblo		◆									
Thornton		◆				◆	◆	◆	◆		◆
Vail		◆									

### National Transportation Funding Experience

TischlerBise is the national leader in advancing the “state of the practice,” particularly as it relates to transportation impact fees and financing methods. For example, TischlerBise pioneered impact fees by housing size and/or bedroom count, tiered transportation fee schedules, techniques for mitigating high fees for nonresidential development, and integrating transportation impact fees as part of an overall funding strategy. TischlerBise staff members are frequently called upon to speak on impact fees for various national groups and organizations including the American Planning Association, the National Association of Homebuilders, the Growth and Infrastructure Finance Consortium (formerly the National Impact Fee Roundtable), the Urban Land Institute and the Government Finance Officers Association. While every community is unique, this national experience provides invaluable perspective for our clients. A summary of our National transportation impact fee experience outside the State of Colorado is shown below.

AL	Baldwin	CA	Butte County	MD	Westminster
AL	Daphne	CA	Chino Hills	MD	Wicomico
AL	Fairhope	CA	Grass Valley	MT	Belgrade
AL	Foley	CA	Half Moon Bay	MT	Bozeman
AL	Gulf Shores	CA	Hemet	MT	Flathead County
AL	Orange Beach	CA	Suisun City	MT	Gallatin County
AR	Siloam Springs	CA	Temecula	MT	Missoula
AZ	Apache Junction	CA	Tulare	NC	Greenville
AZ	Avenal	DE	State of Delaware	NE	Lincoln
AZ	Avondale	FL	Coral Gables	NM	Albuquerque
AZ	Buckeye	FL	Deerfield Beach	NV	RTC of Washoe County
AZ	Bullhead	FL	DeSoto County	NV	Nye County
AZ	Carefree	FL	Manatee County	OH	Lebanon

AZ	Casa Grande	FL	Naples	OH	Pickerington
AZ	Cave Creek	FL	Port St. Lucie	SC	Aiken
AZ	Coolidge	FL	Boca Raton	MD	Talbot County
AZ	Dewey-Humboldt	FL	Dade County	SC	Georgetown County
AZ	Eloy	FL	Punta Gorda	SC	Horry County
AZ	Flagstaff	FL	South Miami	SC	Richland County
AZ	Gilbert	FL	Stuart	UT	American Fork
AZ	Goodyear	FL	West Miami	UT	Clinton City
AZ	Lake Havasu City	GA	Atlanta	UT	Draper
AZ	Maricopa	GA	Douglas County	UT	Farmington
AZ	Maricopa County	GA	Douglasville	UT	Hyde Park
AZ	Navajo County	GA	Effingham County	UT	Kaysville
AZ	Peoria	GA	Henry County	UT	Logan
AZ	Phoenix	GA	Roswell	UT	North Logan
AZ	Pinal County	ID	Hailey	UT	Pleasant Grove
AZ	Pinetop-Lakeside	ID	Hayden	UT	Sandy
AZ	Queen Creek	ID	Nampa	UT	Spanish Fork
AZ	San Luis	ID	Post Falls	UT	Wellsville
AZ	Sedona	ID	Sandpoint	UT	West Jordan
AZ	Show Low	ID	Victor	VA	Chesterfield County
AZ	Sierra Vista	IL	Evanston	VA	Goochland County
AZ	Somerton	MD	Calvert County	VA	Henrico County
AZ	Surprise	MD	Cecil County	VA	Prince William County
AZ	Taylor	MD	Charles County	VA	Spotsylvania County
AZ	Tolleson	MD	Easton	VA	Stafford County
AZ	Tucson	MD	Frederick	WI	Eau Claire
AZ	Wellton	MD	Frederick County	WY	Casper
AZ	Yuma	MD	Hagerstown	WY	Cheyenne
CA	Banning	MD	Salisbury	WV	Teton County

## Project Examples


The following project descriptions demonstrate our recent and vast experience with assignments similar to the scope of services required by Adams County for the update of the County's regional transportation impact fee. Please note that all projects were managed and completed by TischlerBise.

### **Arapahoe County, Colorado – Rural Road Impact Fee Study**

Date of Performance: 2016

TischlerBise Staff: Dwayne Guthrie and Carson Bise

Arapahoe County is located in the southeast quadrant of metropolitan Denver. The urban/suburban western part of Arapahoe was excluded from the service area so impact fees could be tailored to the specific needs of the rural eastern plains area. Transportation impact fees were derived using residential trip generation rates customized to Arapahoe County, trip rate adjustment factors that account for Arapahoe's commuting patterns, and the capital cost per Vehicle Mile of Travel (VMT). The latter is a function of average trip length, trip-length weighting factor by type of development, and the growth cost of transportation improvements.



Consistent with the adopted long-range Transportation Plan, Arapahoe County staff produced a Capital Improvement Plan (CIP) to address the long-range transportation needs for the Eastern Plains. Impact fee revenue will cover 64% of the planned transportation improvements, with other revenues totaling more than \$62 million required for the non-growth share over 24 years (i.e. roughly \$2.6 million annually from other revenue sources). County staff also provided cost estimates for additional improvements to two I-70 interchanges, but these projects would add more than \$12 million to the growth cost funded by impact fees. Rather than increase impact fees to fund interchanges on I-70, a study for Arapahoe County titled “Fiscal Solutions to Rural Road and Bridge Needs (TischlerBise 2012) recommended consideration of Special Districts as a viable funding strategy.

The project was completed over a multi-phase, three-year schedule and within budget.

**Washoe County, Nevada – Regional Road Capital Improvements Plan and Impact Fee**

Date of Performance: 2013 and 2014

TischlerBise Staff: Carson Bise and Dwayne Guthrie

The Regional Transportation Commission (RTC) retained TischlerBise to update the RTC’s Regional Road Impact Fees (RRIF). RTC worked with the local governments of Reno, Sparks and Washoe County to prepare the supporting documentation for impact fees. RTC’s Regional Road Impact Fee Technical Advisory Committee (RRIF TAC) served as the mandatory advisory group that reviewed a series of technical memos, with extensive work required to overhaul the unique credits system.

The growth-related cost of regional road improvements was allocated to the projected increase in development over the next ten years to yield the proposed impact fees. Given RTC’s large geographic area, unique fees were derived for two service areas defined by Washoe County Planning Area boundaries. Traffic analysis zones used in the long-range transportation model were the basis for the calculations used to develop the impact fees. The need for regional road improvements is based on RTC’s transportation model and quantitative measures, like volume to capacity ratios. The recommended improvements are located in areas expected to experience congestion problems, like access points to Interstate 80. As traffic flows from larger travel sheds to the regional road network, congestion occurs much like a funnel that tapers to fit into a bottleneck.


The project was completed over a 12-month schedule and within budget.

**Larimer County, CO – Transportation Capital Expansion Fee**

Date of Performance: 2016

TischlerBise Staff: Dwayne Guthrie

After reviewing the 2006 transportation fee study, collaborating with County staff, and receiving input from a stakeholder group, TischlerBise recommended several changes in the 2016 transportation fee update. First, the proposed transportation fees will be easier to



administer by switching from 9 residential categories to fees based on dwelling size, measured by square feet of finished living space. Also, 26 nonresidential categories will be consolidated into three general nonresidential types. Second, TischlerBise recommended consolidating from four to two benefit districts, which are used to track revenues and expenditures. This will provide greater flexibility for expenditures and enable capital improvements to be constructed sooner.

Updated transportation fees are derived using the incremental expansion approach. The transportation fee is the product of vehicle miles of travel (VMT) per development unit multiplied by the net capital cost per VMT for transportation capacity. The transportation fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. TischlerBise derived the weighting factors using household survey results provided by North Front Range Metropolitan Planning Organization (NRFMPO 2010).

The project was completed over a one-year schedule and within budget.

**Fort Collins, CO – Transportation Capital Expansion Fee Study**

Date of Performance: 2016

TischlerBise Staff: Dwayne Guthrie

Because impact fees for transportation facilities in Fort Collins will be used for more than street oversizing, the 2016 study recommended a name change to **Transportation Capital Expansion Fee (TCEF)**. Also, TischlerBise recommended a change in cost allocation from a simple vehicle trip methodology to vehicle miles of travel. Because the demand for transportation infrastructure is not simply a function of the number of trips, but must also consider trip lengths, the proposed methodology is more proportionate to the actual demand for capital facilities. The need for additional lane miles of Complete Streets was based on an incremental expansion method. **The plan-based method for multimodal projects and intersection improvements is based on the Fort Collins transportation CIP.**

For residential development, updated fees are based on square feet of finished living space. Fees by dwelling size rather than type simplifies administration, improves proportionality, and is consistent with the way other Capital Expansion Fees are collected in Fort Collins. For nonresidential development, fees are stated per thousand square feet of floor area, using three broad categories. This change also makes the fees easier to administer and eliminating size thresholds helps small businesses that tend to be locally owned and managed. The recommended change is consistent with Colorado's enabling legislation that requires fees to be legislatively adopted and generally applicable to a broad class of property.

The project was completed over a 12-month schedule and within budget.



## Methods and Means of Response

### Project Approach – Landscape Regulations and Legal Review

In preparing the updated landscaping regulations, we will rely on our professional expertise, a review of other regulations for best practices, in consultation with landscape architects and other technical professionals during the outreach sessions. We will also review best practices in other jurisdictions as outlined in the scope of services.

For the legal review, we have already assembled a comprehensive library of legal resources including applicable land use control statutes, court cases, and land use treatises from our existing work in Colorado (including White & Smith's ongoing work in Aspen where we are revising that city's Land Use Code).

We will prepare all our materials in Microsoft Word, Microsoft Excel, or Adobe InDesign as preferred by County staff. We will prepare all graphics in Adobe Illustrator or SketchUp, and make all original files available to staff. We will coordinate with staff through Dropbox or a similar online file sharing system that allows us to collaborate and share files as needed. Finally, we will schedule a periodic (weekly or biweekly) conference call with staff to coordinate on schedules, request for information, and other project management needs.

### Project Approach – Regional Traffic Impact Fee

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, and (4) account for and spend the fees collected only for the purpose(s) used in calculating the fee.


Reduced to its simplest terms, the process of calculating capital expansion fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate regional traffic impact fees for Adams County. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of regional traffic impact fees can become quite complicated because of the many variables involved in defining the relationship between development and



the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

**Plan-Based Impact Fee Calculation** - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.


**Cost Recovery Impact Fee Calculation** - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized arterial roadway is an example.

**Incremental Expansion Impact Fee Calculation** - The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.

**Evaluation of Alternatives.** Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of the regional traffic impact fee category will be dependent on which is most beneficial for Adams County. In a number of cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the County. There will likely be policy and revenue tradeoffs. We recognize that “one size does *not* fit all” and we create the optimum format that best achieves our clients’ goals.

***Each community is different, each fee category is different,  
and TischlerBise compares alternative methodologies to  
maximize revenues for our clients.***

**Public Outreach.** The importance of public outreach when considering impact fees and changes to other development regulations should not be overlooked. Based upon our team’s experience with impact fees and development regulations across the country, we anticipate this study may attract controversy. Therefore, it is important to build a coalition of support early in the process, to educate and inform the public and other key stakeholders about the purpose of the various



components of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate, and to provide a clear and compelling logic for public adoption of a revised regional traffic impact fee program and revised development regulations. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations and revisions to various development regulations.





## Proposed Subcontractors

This proposal is a joint venture between TischlerBise, Inc., (Prime Consultant), Felsburg, Holt & Ullevig, and White & Smith Planning and Law, LLC. TischlerBise will be responsible for completing the update to Adams County's regional traffic impact fee and managing the public participation process. White & Smith Planning and Law will be responsible for reviewing and revising landscaping requirements and reviewing current development regulations for conflicts and proposed changes. Felsburg, Holt & Ullevig will provide support for the regional traffic impact fee update, landscaping requirements and public participation.

TischlerBise has worked with both firms previously. For example, the Principals of White & Smith and TischlerBise have collaborated on forty-one (41) different projects in seventeen (17) states. TischlerBise has also worked with Felsburg, Holt & Ullevig on two Colorado assignments.

### White and Smith Planning and Law, LLC

TischlerBise often collaborates on projects with White & Smith, LLC, to assist clients with growth management issues, legal review, ordinances, and administrative/implementation needs. White & Smith, LLC provides a variety of services related to growth management, land development codes, concurrency/adequate public facilities, local government impact fees, including fee implementation (ordinances), intergovernmental coordination, and offset/credit agreements.

White & Smith, LLC has completed landscaping regulations for numerous clients as part of comprehensive zoning or development code updates. The following are three recent clients where we completed landscaping updates, all of which were completed on time and within budget:

#### **City of Olathe, KS, Unified Development Code**

**Population:** 126,000

**Timeline:** October 2011 – June 2014

**Budget:** \$250,000

White & Smith, LLC led a team of consultants that revised the City's Unified Development Ordinance (UDO). The UDO implements the City's Comprehensive Plan (PlanOlathe), adopted in 2010. To streamline development and to create a flexible, context-sensitive way to apply design and site development standards, the UDO uses an innovative "composite" zoning concept. The districts create new standards and districts for mixed use centers, transit-oriented development, infill/redevelopment, and conservation subdivisions. Those districts – along with the landscaping standards - also address sustainability, and create a process that reinforces the City's long-range planning vision. The UDO was recommended unanimously by the Planning Commission and adopted in June 2014.



**Lafayette Consolidated Government, LA, Unified Development Code**

**Population:** 122,130

**Timeline:** February 2012 – May 2015

**Budget:** \$250,000

White & Smith is part of a team that is prepared a comprehensive plan and a new Unified Development Code (UDC) for this progressive City-Parish government in the heart of Cajun Country. We kicked off the project in February 2012, and prepared an initial diagnostic of the LCG's existing regulations. Working with a multi-disciplinary stakeholder committee, we drafted the UDC and facilitated multiple public and committee presentations. The Comprehensive Plan was unanimously adopted in June 2014, and the LCG Council adopted the UDC on May 5, 2015. The UDC includes design-based zoning districts with landscaping and low impact development (LID) requirements. The unincorporated areas of the Parish are unzoned, but use landscaping and buffered greenways to address development compatibility. We are now working with LCG staff on implementation.

**Sparks, NV, Zoning Code**

**Population:** 92,183

**Timeline:** August 2013 – August 2015


**Budget:** \$150,000

Mark White led a team consisting of Winter & Company and CFA Reno to update the City's zoning regulations. We took the lead on code drafting and facilitated presentations to the Planning Commission and City Council. The new Zoning Code was adopted unanimously in August 2015. The Zoning Code updates and streamlines the zoning districts, incorporates graphics and user-friendly language, consolidates the City's design guidelines and manuals into a single document, and updates and right-sizes the City's landscaping standards.

**Felsburg, Holt & Ullevig**

Founded in 1984, FHU is a transportation consulting firm specializing in transportation planning, civil engineering design, traffic engineering, and environmental services. We have completed multimodal transportation plans for dozens of Colorado's planning regions, counties and municipalities of various sizes. In addition to the Imagine Adams County Transportation Plan that FHU prepared in 2012, our recent county-wide transportation planning efforts include plans for Arapahoe, El Paso, Weld and Elbert Counties and the City/Counties of Denver and Broomfield.

Our transportation planning practice areas include specialty experts in oil and gas impact planning and traffic planners experienced in traffic impact fees. FHU has unparalleled experience in quantifying oil and gas impacts on transportation in Colorado. We were the lead consultant that assisted the CDOT with its original 2010 report on Energy Development and the Transportation System. Since that time, we have completed many oil and gas transportation studies in Colorado that have provided opportunity to augment our industry knowledge and



expand and refine our methodology for quantifying impacts of the oil and gas industry to transportation infrastructure. FHU was engaged by Douglas County in 2011, and by both Boulder and Arapahoe Counties in 2012, for transportation impact studies of the oil and gas industry. In 2014/15, FHU worked with CDOT once again on an evaluation of Oil & Gas Weight Restriction Impacts on Transportation, which expanded on the findings of the 2010 Energy Development report. We are currently engaged by the City of Thornton to assess the transportation impacts of the oil and gas industry in support of a potential impact fee. FHU has developed an innovative methodology that isolates expected road damage from well development based on trip frequency and truck weight. FHU has considerably advanced our methodology for quantifying the incremental impacts of oil and gas vehicles, including heavy trucks, on the design life of roads.

**Adams County, CO, Transportation Plan**

Felsburg Holt & Ullevig (FHU) prepared a transportation plan for Adams County in parallel with the Imagine Adams County comprehensive plan update. This update brought the planning horizon forward to 2035. As the foundation for the plan, FHU worked with the County and stakeholder groups to develop a Vision Statement to provide an environmentally and fiscally sustainable and integrated transportation system, as well as a series of Transportation Policies and Strategies to promote regional and local cooperation in planning and funding multimodal transportation improvements in the County. The plan's three primary modal elements are a Roadway Plan, Bicycle Plan, and Transit Plan. More than 150 improvement needs were identified as short-range, mid-range and long-range needs including roadway connections, paving and widening; new on-street and off-street bicycle facilities; and rail transit, bus transit and transit corridor preservation projects. Also included in the plan are identification of key activity centers for pedestrian focus and travel demand management measures.

The project was completed with an aggressive 9-month schedule and within budget.

Client Contact: Jeanne Shreve, Intergovernmental Relations Manager, 720-523-6847,  
jshreve@adcogov.org

Start/End: April 2012 – December 2012

Budget: \$107,000

Key Staff: Elliot Sulsky (Project Manager), Jenny Young (Project Manager)



## Key Personnel

### Project Team Overview

Our proposed project team of Dwayne Guthrie, Ph.D., Carson Bise, AICP, Elliot Sulsky, PE, and Mark White, AICP, Esq., has unsurpassed experience performing projects requiring the same expertise as that needed to serve Adams County. Our project team brings over 75 years of impact fee calculation, infrastructure finance, demographic and market analysis, code writing, legal review and implementation experience to the County's assignment.

**Carson Bise, AICP**, President of TischlerBise, will serve as Principal in Charge and coordinate our project team's interaction with the County to ensure that all work is completed properly, on time, and within budget. He will work closely with all team members, developing and reviewing all aspects of the project and providing overall quality assurance for the project. His recent and current Colorado impact fee assignments include Arapahoe County, Boulder, Erie, Evans, Garfield County, Longmont, Louisville, and Thornton.

**Dwayne Guthrie, Ph.D., AICP**, Principal at TischlerBise, has been selected as Project Manager for the regional road impact fee update because of his substantial experience preparing capital improvement plans, transportation modeling and funding strategies, revenue strategies and impact fees, his strong project management skills. Dr. Guthrie will be responsible for controlling the work in progress, providing feedback to project team members and staff, and meeting the technical requirements of the project. Most importantly, Dr. Guthrie, in conjunction with Mr. Bise, will ensure constant collaboration and communication between County staff and our team through frequent progress memorandums, conference calls, and in-person meetings. Dr. Guthrie's Colorado clients include Erie, Johnstown, Arapahoe County, Garfield County, Montezuma County and Pitkin County.

**Mark White Esq., AICP**, a Planner-Attorney at White & Smith, will lead the landscaping regulations, conduct the legal review and recommend any required changes. Mr. White has been in practice for over 24 years and frequently lectures at land use seminars across the country.

**Elliot Sulsky, PE**, of FHU has more than 30 years of transportation planning and transportation engineering experience, and has participated in development of major transportation plans and design projects including regional transportation plans, city and county comprehensive plans, corridor studies, subarea plans, environmental studies and major development plans. Mr. Sulsky will lead the traffic analysis to support the traffic impact fee review, update and expansion, as well as oil and gas impacts.

**Matthew Downey, EIT**, will be responsible for developing planning level per-mile unit cost estimates for different roadway improvements.



## Project Team Resumes

### L. Carson Bise, II, AICP, President

Carson Bise has 25 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 37 states. Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 250 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's *Smart Growth Toolkit* and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and recently **Chaired the American Planning Association's Paying for Growth Task Force**. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.

#### SELECTED TRANSPORTATION IMPACT FEE CONSULTING EXPERIENCE

- Pinal County, Arizona – *Transportation Impact Fee Study*
- Maricopa County, Arizona – *Transportation Impact Fee Study*
- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Town of Castle Rock, Colorado – *Impact Fee Study*
- City of Evans – *Impact Fee Study*
- City of Greeley, Colorado – *Impact Fee Study*
- City of Longmont, Colorado – *Impact Fee Study*
- City of Louisville, Colorado – *Impact Fee Study*
- Arapahoe County, Colorado – *Rural Road Funding Strategy and Rural Road Impact Fee Study*
- Garfield County, Colorado – *Transportation Impact Fee*
- Regional Transportation Commission of Washoe County, Nevada – *Regional Road Impact Fee*

#### EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

#### PUBLICATIONS

- "Next Generation Impact Fees," American Planning Association Planners Advisory Memo
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.

- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (APA)

### Dwayne Guthrie PhD, AICP, Principal

Dr. Guthrie has 32 years of experience as a professional planner, working primarily in the areas of impact fees, demographic analysis, infrastructure funding, fiscal evaluations, and transportation planning. His career includes 23 years of work as a planning consultant and eight years of public sector experience. At TischlerBise, Dr. Guthrie is the impact fee team leader, with over 380 studies completed for approximately 120 jurisdictions, in twenty-five states/provinces. Dr. Guthrie has also served as an expert witness on the topic of impact fees. As a planning practitioner, Dr. Guthrie promotes smart growth through revenue strategies and pricing policies. By helping communities implement development impact fees, local governments create a nexus between private sector development and the demand for public facilities. Rather than subsidize growth with general tax revenues, Dr. Guthrie works to ensure designated funding for infrastructure that also helps to minimize externalities like traffic congestion. He has pioneered innovative methods for tabulating census data to support higher fees for larger housing units and reducing fees for infill development located in urban centers.

#### SELECTED TRANSPORTATION IMPACT FEE CONSULTING EXPERIENCE

- Pinal County, Arizona – *Transportation Impact Fee Study*
- Arapahoe County, Colorado – *Rural Road Funding Strategy and Rural Road Impact Fee Study*
- Pitkin County, Colorado - *Funding Strategy & Impact Fee*
- City of Boulder, Colorado - *Development Excise Taxes*
- Town of Castle Rock, Colorado - *Impact Fees*
- Garfield County - *Transportation Impact Fee*
- Montezuma County, Colorado – *Transportation Impact Fee*
- Town of Erie, Colorado - *Impact Fees*
- City of Evans, Colorado - *Impact Fees*
- Town of Johnstown, Colorado - *Development Impact Fees*
- Arapahoe County, Colorado - *Rural Road Funding Strategy*
- City of Louisville, Colorado - *Impact Fees*
- City of Pueblo, Colorado - *Impact Fee*
- Town of Vail, Colorado – *Multimodal Transportation Impact Fee*
- Manatee County, Florida – *Transportation Impact Fee*
- Regional Transportation Commission of Washoe County, Nevada – *Regional Road Impact Fee*

#### EDUCATION

Ph.D., Planning, Governance, and Globalization, Virginia Tech  
 M.A., Urban and Regional Planning, University of Florida



B.A., Education, University of Florida

#### PUBLICATIONS

- Paul Tischler, Dwayne Guthrie and Nadejda Mishkovsky. 1999. "Introduction to Infrastructure Financing" IQ Service Report, Vol. 31, No. 3. Washington, DC: International City/County Management Association
- "Next Generation Transportation Impact Fees," American Planning Association, Planners Advisory Service.

**Elliot M. Sulsky**, PE, AICP, Principal

#### EDUCATION

M.S., Civil Engineering, University of Colorado at Denver, 1986

M.A., Urban Planning, University of Colorado at Denver, 1981

B.A., Sociology, Albany State University, 1977

#### REGISTRATION/CERTIFICATION

Professional Engineer — Colorado

American Institute of Certified Planners (AICP)

#### BACKGROUND

Mr. Sulsky has more than 30 years of transportation planning and transportation engineering experience, both as a consultant and with the City and County of Denver. He has managed and participated in development of major transportation plans and design projects including regional transportation plans, city and county comprehensive plans, corridor studies, subarea plans, environmental studies and major development plans. Mr. Sulsky's technical expertise includes travel demand forecasting, environmental impact assessment, traffic operations analysis and infrastructure funding. Elliot will lead the traffic analysis to support the traffic impact fee review, update and expansion.

#### PROJECT EXPERIENCE

- Adams County, Colorado – *Transportation Plan*
- El Paso County, Colorado – *El Paso County Major Transportation Corridors Plan*
- Arapahoe County, Colorado – *Oil & Gas Transportation Impact Study*
- Boulder County, Colorado – *Oil & Gas Transportation Impact Study*

**Matthew Downey**, Transportation Engineer

#### EDUCATION

M.S., Civil and Environmental Engineering, Portland State University, 2015

B.S., Civil Engineering, Iowa State University, 2013

#### BACKGROUND

Matthew joined Felsburg Holt & Ullevig in 2015 after graduating from Iowa State University with a Master's degree in civil and environmental engineering. At FHU Matthew has been involved in both planning and design projects, with experience in quantity estimation, trail



design, and assembling plan sheets and sets. For Adams County, Matthew will be responsible for developing planning level per-mile unit cost estimates for different roadway improvements.

#### PROJECT EXPERIENCE

- Arapahoe County, Colorado – *E-470 Widening and Trail Connections*
- Weld County, Colorado – *Road 49 Widening*
- Arapahoe County, Colorado – *Bicycle and Pedestrian Master Plan*

#### Mark White, AICP, Principal

Mark White is a planner and attorney recognized as an expert in zoning and subdivision law, form-based zoning and new urbanism, land use and takings, litigation, housing, development of comprehensive growth management plans, and implementation systems. He has over 24 years of experience representing clients from city, state, and local governments, as well as private developers. Mr. White has served over 50 jurisdictions around the country on matters pertaining to codes, ordinances, and growth management. He holds law licenses in Missouri and North Carolina.

#### EDUCATION

Juris Doctor/Master of Regional Planning, UNC-Chapel Hill  
Bachelor of Arts, History/Political Science, Bethany College

#### RECENT SPEAKING ENGAGEMENTS

- “Code Drafting and the Law” and “Legal Issues for Form-Based Codes” (Planetizen webcast, March 16, 2013)
- “Writing and Updating the Zoning Ordinance” (American Planning Association Planners Training Service, one-day workshop, November 7, 2012)
- “Fun With Form-Based Codes” (International Municipal Lawyers Association Teleconference, July 12, 2011)
- “How to Write a Zoning Code” workshop (American Planning Association, National Conference, 2003-2009, 2011-2013)





## Scope of Work

### Part A: Landscaping Regulations

#### TASK 1: DOCUMENT REVIEW

White & Smith will review the existing landscaping regulations in the Adams County Development Standards and Regulations, including any internal documents and policies, engineering specifications, and other documents that relate to overall site landscaping. This includes the landscaping standards in the Landscaping Performance Standards (Section 4-16), subdivision design landscaping standards (section 5-03-05), landscaping standards for individual districts (such as the transit oriented development district and standards (TOD) (section 3-26-06-02)), and landscaping standards for individual uses (such as mobile home parks (section 4-07-02-06-04), automobile dealerships (section 4-09-02-11-02), automobile rental (section 4-09-02-11-03), automobile-bus repair (section 4-09-02-11-04), truck trailer and horse trailer sales and rental (section 4-09-02-11-07)). We will also review the storm drain design and stormwater quality regulations (Chapter 9 of the Development Standards and Regulations) to coordinate with the County's water conservation, stormwater retention, and stormwater management objectives. Finally, we will review long-range plans such as Comprehensive Plan (Imagine Adams County), area plans (including the Adams County/South Brighton Area Plan, Southwest Adams County Framework Plan, and Making Connections), corridor plans. We will prepare a brief memorandum

#### **Meetings:**


One meeting with county staff for project initiation.

#### **Deliverables:**

White & Smith will prepare a Technical Memorandum describing their initial assessment of the landscaping regulations, and any observations about the linkage between the counties long-range planning policies and the landscaping regulations.

#### TASK 2: DIAGNOSIS AND OUTLINE

Based on our document review and initial meetings and workshops, we will prepare a diagnostic report of the existing landscaping regulations. The diagnostic report will address technical issues (such as how to integrate the right species with long-term survivability while minimizing irrigation needs), how existing landscaping and screening requirements relate to different character areas of the county, and alternative regulatory techniques. It is a common problem that landscaping regulations fail to adequately reflect development context, forcing suburban scale mitigation requirements on all development. In a large county such as Adams County, urban centers (such as transit oriented developments) and areas scheduled to remain permanently rural simply do not require the same landscaping solutions as a typical suburban corridor. We will address how the landscaping regulations can be calibrated to the County's different character areas, based on its long-range planning policies. We will review at least five regional landscaping regulations, and five regulations from similar places around the country that reflect the counties long-range planning policies and best practices.



We will prepare an annotated outline of revised landscaping regulations, including a correspondence to existing standards and a brief description of how the new regulations will differ from the existing standards. As part of this project, we will explore consolidating the landscaping regulations currently scattered in different parts of the Development Standards and Regulations into a single set of landscaping regulations.

**Meetings:**

One (1) meeting with County staff.

**Deliverables:**

Draft and Final Technical Memorandum Outlining Suggested Areas for Amendments to Landscaping Regulations.

**Part B: Legal Review**

**TASK 1: DOCUMENT REVIEW**

We will review the County's Development Standards and Regulations and prepare, in both text and matrix format, a list of regulations that require changes to maintain internal consistency and requirements that require changes to stay current with State and Federal law. We will conduct an initial scoping session with the county's project manager and its legal staff in order to identify the changes that require changes to maintain consistency with State or Federal law.

**Meetings:**

One (1) meeting with county staff.

**Deliverables:**

Review of Development Standards and Regulations. Revised Scope of Services.

**TASK 2: PREPARE INITIAL DRAFT**

Because the Development Standards and Regulations are more than 1,200 pages long and involve an indefinite number of changes at this point, we will prepare a revised scope of services following our initial meetings. At this point, we assume that the legal changes will not involve any formal studies or comprehensive revisions to specific regulations (such as the sign regulations) by our team, but we will identify any required studies or comprehensive revisions that go beyond the anticipated budget for this project. We will prepare an initial draft of suggested areas for improvement for review by the County's project manager and legal staff. The County's project manager will prepare a single, filtered set of comments on the initial draft amendments.

**Meetings:**

None.

**Deliverables:**

Draft Technical Memorandum Outlining Suggested Areas for Amendments.

### TASK 3: PREPARE FINAL DRAFT

Based on the County's comments on the second draft of the regulations, we will prepare a final draft of the Suggested Areas for Amendments.

**Meetings:**

None.

**Deliverables:**

Final Technical Memorandum Outlining Suggested Areas for Amendments.

### Part C: Evaluation of Oil and Gas Impacts

#### TASK 1: INCORPORATE OIL AND GAS DEVELOPMENT

The Task 4 work program outlined below reflects the oil and gas impact analyses that FHU has conducted for several county and municipal planning efforts. It is anticipated that the scope will need to be reviewed and refined in coordination with County staff, including the County's oil and gas liaison.

**Meetings:**

One (1) meeting with County staff.

**Deliverables:**

1) Revisions to project schedule, if necessary. 2) Data request memorandum. 4) Review of current Regional Traffic Impact Fee Program.

#### TASK 2: DEVELOP OIL AND GAS PROJECTIONS

Similar to the overall traffic impact fee program which relies on growth forecasts, incorporation of oil and gas impacts requires forecasts of oil and gas development in the County. It is anticipated that the County oil and gas liaison and associated staff will leverage their understanding of oil and gas activity in the County to lead the creation of an oil and gas development scenario or alternative scenarios. Scenarios will include definitions of the intensity, schedule and nature of extraction activity including employment, rig service requirements, length of activity, number of wells, location of water sources and location of wastewater and other waste disposal.

**Meetings:**


Two (2) meetings with County staff.

**Deliverables:**

Technical Memorandum Defining Oil and Gas Scenarios.

#### TASK 3: IDENTIFY LIKELY TRAVEL ROUTES

Based on the lease locations and the origins and destinations, we will identify the likely routing of the various types of trips to and from the well sites based on a combination of the shortest path and the roadway functional classification. We will also consider any load limits or



geometric considerations (such as vertical clearances) that may limit large trucks from using certain routes. GIS and other information developed for the *Imagine Adams County Transportation Plan* will be supplemented as needed with field inspection to assemble information about the County roadway system. FHU will develop a travel route map that identifies all County roadways that are expected to be significantly impacted by energy development.

**Meetings:**

Meetings with County staff as Needed.

**Deliverables:**

Draft and Final Travel Route Map.

**TASK 4: COMPILE TRAFFIC AND VEHICLE CLASSIFICATION DATA**

Data will be collected on all County routes that have been identified on the travel routes map. We will obtain available traffic count information on these routes from the County, CDOT, DRCOG and any other available sources. We will coordinate with the County on the need for additional counts on key routes and methods to obtain those counts

**Meetings:**

Meetings with County staff as Needed.

**Deliverables:**

See Task 7.

**TASK 5: COMPILE GEOMETRIC DATA AND PAVEMENT CONDITIONS**

Geometric data (including number of travel lanes, lane widths, and shoulder widths) for each travel route will be extracted from the County's GIS database. FHU will work with County staff to compile existing pavement conditions and gravel road conditions on the travel routes as well as bridge load carrying capacities. We will also request maintenance records and upcoming maintenance plans from the County. Where data is unavailable, we will supplement geometric and pavement condition data collection with windshield survey as needed. Based on information uncovered during this data collection phase and considering the oil and gas design vehicle (the largest vehicle needed at a well site), we may need to adjust some of the likely routing.

**Meetings:**


Meetings with County staff as Needed.

**Deliverables:**

See Task 7.

**TASK 6: DEVELOP TRIP GENERATION RATES**

FHU has developed trip generation profiles for oil and gas impact analyses performed for CDOT, Douglas County, Arapahoe County, Boulder County and Thornton. The modeling process and assumptions developed for these projects will be used as a starting point and we will verify



their applicability and make modifications as appropriate to reflect the unique conditions of Adams County. Key assumptions include:

- Nature of resource and field development practices;
- Drilling characteristic assumptions;
- Rig and well employment assumptions (number of workers, length drilling activity); and
- Resource values.

Trip generation rates vary over the life cycle of a well; the development phase involves a high intensity of heavy vehicles and generally lasts 30 to 60 days, whereas an operational well can produce oil or gas for about 10 to 30 years during which time the transportation demands are significantly less intense and more predictable than during the development phase. Trip generation rates will be applied to the resource extraction impact model on a year by year basis.

The vehicle classifications and Equivalent Single Axle Loads (ESALs) will be an important component of the trip generation module. As a part of the Douglas County study, we conducted research on the types of vehicles accessing oil and gas pad sites; our team will be able to make use of much of that research in equating oil and gas impacts to ESALs.

**Meetings:**

None.

**Deliverables:**

See Task 7.

**TASK 7: DEVELOP TRAVEL MODEL DEVELOPMENT**

FHU will develop an oil and gas travel model which will serve to provide estimates of average daily traffic (ADT) demands and ESALs in five year increments from 2015 to 2040. The model will use a combination of Microsoft Excel and VISUM software packages. It will be important to understand the level of background growth (unrelated to energy development) that is expected on the travel routes in the future. The background growth will be estimated using information from the *Imagine Adams County Transportation Plan*. Using the identified origins and destinations, the model will assign the trips to the various travel sheds. The result will be estimates of the total demand in five year increments (by number of trips and ESALs) on each travel route for each of three future scenarios. From this model, we will bracket the travel and loading demands on the County's roadways between now and 2040.

**Meetings:**


None.

**Deliverables:**

Travel Demand Model.

**TASK 8: IDENTIFY IMPROVEMENT NEEDS**

FHU will collaboratively work with County staff to compare the estimated travel demands on the travel routes as defined in the travel model with the information obtained in the Inventory.



This comparison will take into consideration existing roadway conditions including surface material, surface condition (remaining service life), lane widths, roadway widths, shoulder widths, bicycle LOS, bridge capacities, traffic management devices, etc. and will result in the identification of future deficiencies on the County's roads.

Based on the roadway analysis, roadway improvements will be identified to offset impacts associated with oil and gas travel demands and loads. These recommended improvements will be categorized by the recommended type of improvement, such as lane and/or shoulder widening, bridge replacement, reconstruction, paving, resurfacing, and structural overlay for the designated roadways. Improvements will be identified for each 5-year period based on traffic loads projected for the years 2020, 2025, 2030, 2035, and 2040. In addition to capital improvement cost, oil and gas traffic can increase the frequency and cost of required routine maintenance, particularly for unpaved roads.

**Meetings:**

Meetings with County staff as Needed.

**Deliverables:**

Technical Memorandum Outlining Identified Improvements due to Oil and Gas Production

**TASK 9: DEVELOP ROADWAY COST ESTIMATE**

Cost estimates will be developed in Microsoft Excel for the roadway improvements identified in the previous task. The cost estimates will be based on conceptual per-mile improvements costs for improvements needed for agreed upon phases through 2040. The methodology for calculating roadway costs will be based on the existing roadway surface. Costs for unpaved roads will be based on routine County maintenance standards and, if travel demand warrants, road paving costs. Costs for asphalt pavements will be calculated based on the existing pavement condition, existing serviceability, the 1993 AASHTO Guide equation for flexible pavements and required overlays to maintain the existing structural number with oil and gas traffic loading. On concrete paved roadways, the existing service life will be established and the oil and gas traffic impact on the overall service life will be calculated as a percentage. The percentage will then be multiplied by the per-mile improvement costs to fully reconstruct a concrete paved roadway. For all roadway surfaces, costs estimated will be made for road improvement and maintenance costs to 2040.

**Meetings:**


None.

**Deliverables:**

See Task 10.

**TASK 10: PREPARE OIL AND GAS IMPACT FEE REPORT**

FHU, with support from TischlerBise, will prepare a draft report that documents the roadway infrastructure and maintenance costs associated with oil and gas companies drilling and operating future wells in unincorporated Adams County. The Report will contain two fee calculations. The first will be an oil and gas-specific impact fee intended to offset the cost of



improving roadways and safety improvements needed as a result of oil and gas drilling activities. The second calculation will be an oil and gas maintenance fee to offset the costs of maintaining and repairing County roads as a result of oil and gas activities.

**Meetings:**

One (1) presentation with the Board of County Commissioners to discuss the Oil and Gas Impact Fee Report.

**Deliverables:**

Draft and Final Oil and Gas Impact Fee Report.

## Part D: Regional Traffic Impact Fee

### TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with county staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss county staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for Adams County,
- Review and refine work plan and schedule ,
- Discuss current and previous work efforts related to this topic,
- Assess additional information needs and required staff support,
- Identify and collect data and documents relevant to the analysis, and
- Identify any major relevant policy issues.

**Review of Current Impact Fee Program.** As part of our project initiation activities, TischlerBise will prepare a review and assessment of Adams County's current Regional Traffic Impact Fee Program. Much has changed since the original study was prepared and we will draw upon our extensive national experience developing transportation impact fees and augment this task with a discussion of national trends, which will draw largely from our recent Planning Advisory Service publication by the American Planning Association titled *Next-Generation Transportation Impact Fees* (January/February 2015 PAS Memo), authored by Dwayne Guthrie and Carson Bise.

**Meetings:**

One on-site visit to meet with various county project management team.

**Deliverables:**

1) Revisions to project schedule, if necessary. 2) Project team member contact list including names, location addresses, phone numbers, and e-mail addresses. 3) Data request memorandum. 4) Review of current Regional Traffic Impact Fee Program.



## TASK 2: DEVELOP LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

TischlerBise will review and calculate annual projections of population, employment, housing, commercial, industrial, and other nonresidential square footage data for Adams County for a ten- to twenty-year period. The projections will be based on discussions with staff and the review of published information from sources including the County's General Plan, State Demographer, U.S. Census Bureau, and other relevant sources. This task will serve to establish forecasts reflecting population, housing, employment, nonresidential building area, and other relevant data.

### **Meetings:**

Discussions with the Community and Economic Development Department will be held as part of Task 1, as well as conference calls as needed.

### **Deliverables:**

TischlerBise will prepare a draft technical memorandum discussing the recommended land use factors and projections. After review and sign-off by the County, a final memorandum will be issued, which will become part of the final Regional Traffic Impact Fee Study.

## TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

In this task, TischlerBise will conduct interviews with relevant county staff involved in the Regional Traffic Impact Fee Program, as well as relevant finance/budget staff. There are several subtasks as part of this task:

**Identify Appropriate Level-of-Service Standards** We will review needs analyses and adopted/existing transportation levels of service. Activities related to this task include:

- Apply defined service standards to data on future development to identify the impacts of development on transportation capacity needs. This will include discussions with staff of existing versus adopted levels of service, as appropriate, and an analysis of excess capacity.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for transportation capacity (e.g., average daily vehicle trips versus vehicle miles of travel).

**Identify Facilities/Costs Eligible for Regional Traffic Impact Fee Funding, Including Multimodal Improvements.** As an essential part of the nexus analysis, TischlerBise and FHU will evaluate the impact of development on the need for additional road capacity by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and transportation capacity needs.
- A roadway improvement plan, including new roads, road widening, paving, and interchange projects, will be developed for use as a basis for the Traffic Impact Fee Program update. The TischlerBise team and county staff will work together to define the roadway improvement plan. This task will require agreement on the included roadway classifications, improvement types, and timeframe for needs.



- Prepare forecasts of relevant transportation needs. The most current Denver Regional Council of Governments (DRCOG) regional travel model will be used to develop daily 2040 traffic forecasts for major county roads. Forecasts will be developed using model output with adjustments made based on a comparison of base year model volumes with existing traffic counts obtained from county data bases. Forecasts will be compared to forecasts presented in the Imagine Adams County Transportation Plan. The Imagine Adams County Recommended Roadway System Improvements (Table 7 of that plan) will be reviewed in light of new forecasts and county planning and construction activity since 2012.
- FHU will develop planning level cost estimates for different improvement types included in the roadway plan. Adams County, Colorado Department of Transportation, and FHU's own unit cost and construction bid cost data will be used to establish planning level linear-miles costs for new roads and existing road improvements for different road classifications included in the plan. Planning level unit costs will incorporate cost components agreed upon in the traffic impact programs review, reflecting decisions on whether and to what extent they include such components as right-of-way, engineering costs, bicycle and pedestrian facilities, medians, traffic signals and landscaping.
- Adjust costs as needed to reflect other funding sources such as grants, State/Federal funding, and dedicated revenue streams (e.g., gas taxes).

**Evaluate Need for Benefit/Assessment Districts.** We will review the need to establish assessment districts and benefit areas.

***Meetings:***

Two (2) meetings with county staff to discuss capital facility needs and levels of service.

***Deliverables:***

Memoranda as appropriate; see Task 7.

**TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES**

The purpose of this task is to determine the methodology most appropriate for Adams County regional traffic impact fees, based on Adams County's funding needs as well as land use and other policy objectives. As noted in our previous section, the three basic methodologies that can be applied in the calculation of impact expansion fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular transportation impact fee methodology will depend on which is most beneficial for Adams County. In a number of cases, we will prepare the transportation impact fee using several methodologies and will discuss the trade-offs with the County. This allows us to use a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for new capacity projects, while an incremental expansion approach may be appropriate for road maintenance vehicles with a useful life of over five years. By testing all possible methodologies, the County is assured that the maximum supportable regional traffic impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with the impact fee methodology prior to proceeding to the next task.



**Meetings:**

One (1) meeting with county staff to discuss issues related to allocation methodologies and county fiscal, transportation, and land use/economic development policies.

**Deliverables:**

Memoranda as appropriate; see Task 7.

**TASK 5: DETERMINE NEED FOR AND CALCULATE "CREDITS"**

A consideration of "credits" is integral to the development of a legally valid transportation impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are two types of "credits" included in the calculation of capital expansion fees, each with specific and distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee (e.g., intersection improvement). The second is a credit toward the payment of a capital expansion fee for the required dedication of transportation infrastructure and improvements provided by the developer and for which the capital expansion fee is imposed. Both types of credits will be considered and addressed in the capital expansion fee study.

**Deliverables:**

Memoranda as appropriate; see task 7.

**TASK 6: CONDUCT FUNDING SOURCE AND CASHFLOW ANALYSIS**

In order to prepare a meaningful transportation CIP, it is important to not only understand the gross revenues but also the capital facility costs and any deficits. In this case, consideration should be given to anticipated funding sources. This calculation will allow Adams County to better understand the amount needed from other sources if the impact fees were discounted.


The initial cash flow analysis will indicate whether additional funds might be needed or if the CIP might need to be changed to have new growth pay its fair share of new transportation capital facilities. This could also affect the total credits calculated in the previous task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting capital improvement needs. The results of the cash flow analysis will inform the discussion of elements of a funding strategy combining impact fees with other revenue for ineligible costs, including Adams County's current level of General Fund contribution.

**Deliverables:**

Memoranda as appropriate; see Task 7.

**TASK 7: PREPARE REGIONAL TRAFFIC IMPACT FEE REPORT**

TischlerBise will prepare a draft report that will include a CIP for transportation infrastructure. TischlerBise's Regional Traffic Impact Fee Report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each component showing all of the data



assumptions and figures, and a narrative explaining all of the data assumptions, sources and methodologies. The report will be a stand-alone document clearly understood by interested parties. Because of the firm's extensive experience in calculating capital expansion fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail. The report will include, at a minimum, the following information:

- Executive Summary,
- Detailed description of the methodologies used during the study,
- Detailed description of all level-of-service standards and cost factors used and accompanying rationale,
- Detailed schedule of all proposed regional traffic impact fees listed by land use type and activity,
- Other information which adequately explains and justifies the resulting recommended transportation capital expansion fee schedule,
- Capital Improvement Plan, and
- Cash Flow Analysis.

***Meetings:***

One (1) presentation with the Board of County Commissioners to discuss the Regional Traffic Impact Fee Report.

***Deliverables:***

Draft and Final Regional Traffic Impact Fee Report. Presentation materials as appropriate.

## Part E: Public Engagement

### TASK 1: STAKEHOLDER OUTREACH

Adams County's RFP recognizes the importance of public outreach, and we wholeheartedly agree. We suggest a Regional Traffic Impact Fee Stakeholder Committee to allow interested parties, designated by the County, to understand assumptions and raise questions about the technical demographic, cost, revenue, credit and other data, and supporting documentation that is being used in the calculation of the regional traffic impact fees. This will not be a forum to discuss the political and/or philosophical use of impact fees. Rather it will be an opportunity for these interested parties to understand the soundness and the reasonableness of the technical impact fee methodology. Utilizing this forum will enable the focus of the public hearings to be on the political and economic issues of implementing fees, not the technical approach.

***Meetings:***

Three (3) meetings with the Regional Traffic Impact Fee Stakeholder Committee (it is assumed two of these meetings are conducted as part of other onsite visits).

***Deliverables:***

Presentation materials for meetings.



## Use of County Resources

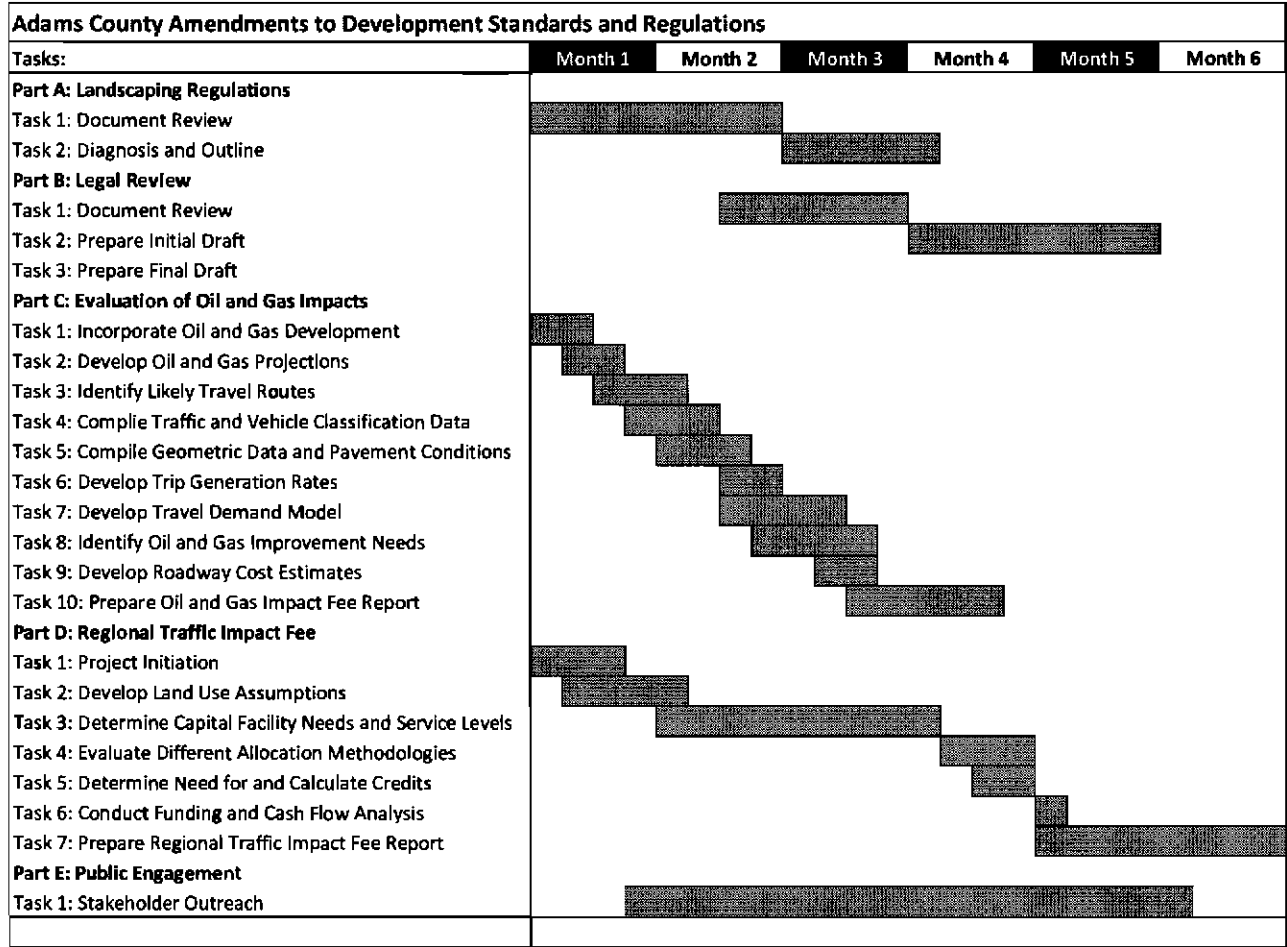
Adams County will assign a project manager to this project who is responsible for coordinating staff and public review and responses, responding to requests for information, coordinating meetings, acting as an active participant in the process, and providing timely information to the consultant team as requested. Adams County will provide any relevant documents in its possession necessary for agency/firm to provide the above-referenced services, including digital photographs, urban design plans, demographic data, zoning data, building and construction data, or similar items as requested by the consultant.

The services listed below are not included within the Scope of Services:

1. Advertising costs.
2. Fees associated with reserving public meeting spaces.
3. Studies or documentation needed to support the densities, intensities, setbacks, spacing requirements, environmental restrictions, or any other standards that require specialized technical analysis. Such studies and data may be available from the Comprehensive Plan or shall be provided by client.
4. Additional copies of document/deliverables in excess of quantity listed in the Scope of Work for this project.
5. Preparing Zoning Maps or any other map or GIS presentation.
6. Provide printed copies of the amendments to the Development Standards and Regulations, supporting materials, or maps.

# Project Schedule

Our project schedule is shown below. Please see "Scope of Work" for milestones, deliverables, and methodologies.





## Appendix - References

References for our project team are shown below, by firm.

### TischlerBise References

#### **Arapahoe County, Colorado – *Rural Road Impact Fee Study***

Bryan Weimer, Transportation Division Manager

(720) 874-6500

bweimer@arapahoegov.com

#### **Larimer County, CO – *Transportation Capital Expansion Fee***

Suzette Mallette, Transportation Program Manager

(970) 498-5731

smallette@larimer.org

#### **Pinal County, Arizona – *Road Impact Fee Study***

Kathleen Ball, Impact Fee Coordinator

(520) 866-6321

kathleen.ball@pinalcountyz.gov

### White and Smith Planning and Law References

#### **City of Olathe, Kansas**

Sean Pendley, Senior Planner

(913) 971-8750

SPendley@OLATHEKS.ORG

#### **Lafayette Consolidated Government Unified Development Code**

Carlee Alm-LaBar, Chief Development Officer

(337) 291-8307

calmlabar@lafayettela.gov

#### **Sparks, Nevada**

Jim Rundle, Senior Planner

(775) 353-7827

jrundle@cityofsparks.us

### Felsburg, Holt & Uilevig References

#### **Adams County, Colorado**

Jeanne Shreve, Intergovernmental Relations Manager,

(720) 523-6847

jshreve@adcogov.org

# TischlerBise

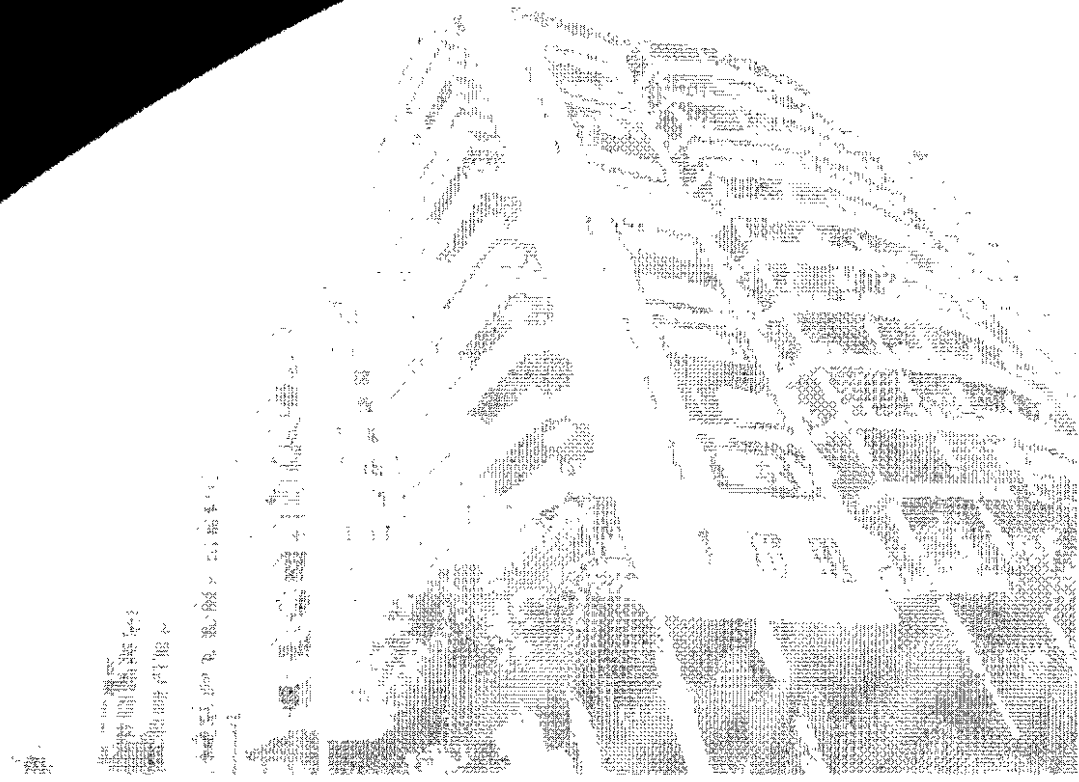
FISCAL | ECONOMIC | PLANNING

**Principal Office**

4701 Sangamore Road, Suite S240 |  
Bethesda, MD 20816  
301.320.6900 x12 (w) | 301.320.4860 (f) |  
carson@tischlerbise.com

**Florida Office:**

606 3<sup>rd</sup> Avenue West #304 |  
Bradenton, FL 34205





**TischlerBise**

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*Fee Proposal*  
**RFP-SPH-2016.719**  
**Amendments**  
**to the Adams County**  
**Development Standards and**  
**Regulations**

Adams County, Colorado

January 31, 2017



## Cover Letter

February 9, 2017

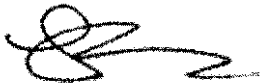
Mr. Shawn Hartmann, Purchasing Agent II  
Adams County  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000-A  
Brighton, CO 80601

Mr. Hartmann:

TischlerBise is pleased to submit the enclosed pricing proposal for consulting services for the Amendments to the Adams County Development Standards and Regulations.

We look forward to the possibility of working with Adams County and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,



L. Carson Bise II, AICP, President, TischlerBise  
4701 Sangamore Road, S240, Bethesda, MD 20816  
Phone: (301) 320-6900 Ext. 12 | E-mail: [carson@tischlerbise.com](mailto:carson@tischlerbise.com)

# Pricing Proposal

The following is our fixed fee price proposal to complete the effort outlined in our proposal.

## Schedule 1 - Estimated Hours & Unit Rates

Task	Staff hours	Blended Staff \$*/Hr	Total \$
<b>Part A: Landscaping Regulations</b>			
Task 1: Document Review	60	\$ 185.00	\$ 11,100.00
Task 2: Diagnosis and Outline	60	\$ 185.00	\$ 11,100.00
<b>Subtotal</b>	<b>120</b>		<b>\$ 22,200.00</b>
<b>Part B: Legal Review</b>			
Task 1: Document Review	50	\$ 185.00	\$ 9,250.00
Task 2: Prepare Initial Draft	50	\$ 185.00	\$ 9,250.00
Task 3: Prepare Final Draft	26	\$ 185.00	\$ 4,810.00
<b>Subtotal</b>	<b>126</b>		<b>\$ 23,310.00</b>
<b>Part C: Oil and Gas Impacts</b>			
Task 1: Incorporate Oil and Gas Development	36	\$ 160.00	\$ 5,760.00
Task 2: Develop Oil and Gas Projections	40	\$ 160.00	\$ 6,400.00
Task 3: Identify Likely Travel Routes	36	\$ 160.00	\$ 5,760.00
Task 4: Compile Traffic and Vehicle Classification Data	24	\$ 160.00	\$ 3,840.00
Task 5: Compile Geometric Data and Pavement Conditions	24	\$ 160.00	\$ 3,840.00
Task 6: Develop Trip Generation Rates	16	\$ 160.00	\$ 2,560.00
Task 7: Develop Travel Demand Model	80	\$ 160.00	\$ 12,800.00
Task 8: Identify Oil and Gas Improvement Needs	40	\$ 160.00	\$ 6,400.00
Task 9: Develop Roadway Cost Estimates	40	\$ 160.00	\$ 6,400.00
Task 10: Prepare Oil and Gas Impact Fee Report	90	\$ 160.00	\$ 14,400.00
<b>Subtotal</b>	<b>426</b>		<b>\$ 68,160.00</b>
<b>Part D: Regional Traffic Impact Fee</b>			
Task 1: Project Initiation	16	\$ 195.00	\$ 3,120.00
Task 2: Develop Land Use Assumptions	48	\$ 195.00	\$ 9,360.00
Task 3: Determine Capital Facility Needs and Service Levels	122	\$ 195.00	\$ 23,790.00
Task 4: Evaluate Different Allocation Methodologies	48	\$ 195.00	\$ 9,360.00
Task 5: Determine Need for and Calculate Credits	12	\$ 195.00	\$ 2,340.00
Task 6: Conduct Funding and Cash Flow Analysis	12	\$ 195.00	\$ 2,340.00
Task 7: Prepare Regional Traffic Impact Fee Report	112	\$ 195.00	\$ 21,840.00
<b>Subtotal</b>	<b>370</b>		<b>\$ 72,150.00</b>
<b>Part E: Public Outreach</b>			
Task 1: Stakeholder Outreach	48	\$ 190.00	\$ 9,120.00
<b>Subtotal</b>	<b>48</b>		<b>\$ 9,120.00</b>
	<b>1090</b>	<b>Total \$</b>	<b>\$ 194,940.00</b>

# TischlerBise

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